

Transition and Advice Services Terms and Conditions

Client means the named adults who are responsible for fee payment to Acorn to Oak Education Ltd, the "Company";

Educational Advice Provision means a consultation in relation to the educational progress and performance of a learner or in relation to their personal development and potential goals and strategies performed by Acorn to Oak Education Ltd as set out on our website;

Educational Setting means an educational institution providing for primary education, secondary education, and/or both primary and secondary education and/or university of other provider of further or higher education;

Fees means the fee for the relevant service payable to Acorn to Oak Education Ltd by the Client for the provision of the Service (as amended from time to time);

Parent means parents, grandparents, guardians, agents or any other person authorised by the parents to act on their behalf;

Personal Development Package means a package of personal development support as set out on our website www.acorntooakeducation.org or as otherwise agreed with our clients

Services means the provision of consultancy to families with a learner identified with SEND in relation to transitions in educational setting, general educational advice or education related support as set out on our website;

Student means the person aged up to 25 years old for whom Acorn to Oak Education Ltd is seeking to provide support in relation to transitions and/or personal development or learning mentoring as applicable;

Territory means the United Kingdom, Isle of Man and Channel Islands;

Transition Strategy and Planning means the various packages set out on our website www.acorntooakeducation.org where we help with finding a longlist, a shortlist of up to 6 potential educational settings for parents to visit and investigate further that we consider could be suitable for the learner based upon the information provided to us; or a extended placement support where we help families through the entire registration and assessment process for up to 6 educational settings

Acorn to Oak Education Ltd is a social enterprise 100 per cent owned by Eagle Oak Impact Limited whose registered address is 9 Seagrave Road, SW6 1RP.

1. Authorisation and Consent

The Client grants its consent to the provision of the Services by Acorn to Oak Education Ltd in writing or prior to commencement of services by completing the relevant form.

Acorn to Oak Education Ltd will not pass on information regarding the Services or the learner involved or their family to any educational setting or other person or organization unless required by law or this has been authorised in writing by the family. However, generic information that cannot be traced to any individual may be discussed in an educational transition strategy consultation for the purpose of providing further information for provision of our services.

Where this is agreed in advance in writing the Client shall provide the necessary authorisation and consents to enable Acorn to Oak Education Ltd to liaise with the student's current setting and to allow the relevant Educational Setting to provide information to Acorn to Oak Education Ltd?

The Client understands that failure to disclose sufficient information to Acorn to Oak Education Ltd may lead to us not being able to proceed or being able to achieve the outcomes that we seek to help support.

2. Obligations of Acorn to Oak Education Ltd

Acorn to Oak Education Ltd shall at all times exercise, in providing the Services, the reasonable skills, care and diligence of a competent provider with the skills and resources to provide the Services.

Acorn to Oak Education Ltd shall keep the Client informed of the progress of the Services and written reports will be provided to the Client as agreed.

Acorn to Oak Education Ltd shall keep the Client informed at all times of any material changes from time to time in relation to the Services should these become necessary.

3. Client Obligations

The Client confirms that they are the persons legally and properly entitled to act on behalf of the Student.

The Client undertakes to provide all relevant information to Acorn to Oak Education Ltd in relation to the Services to include, for example, completion of questionnaires from Acorn to Oak Education Ltd, any educational setting reports, the learner's Educational and Health Care Plan or draft thereof and any recent educational psychology or other reports as may be relevant where this is required for the

provision of the Services. This will help us form a more accurate view of the abilities and strengths as well as any barriers to learning of the Student. Other than completion of the relevant questionnaire for the School or College Longlist Service and the 1 hour telephone consultation no further information is required.

In the event of any material changes to the information provided the Client will notify of any changes.

The Client is responsible for the Fees payable in respect of the Services in accordance with the provisions set out in these terms and conditions and will be required to pay for services prior to the delivery of the service unless otherwise agreed in writing with an authorised representative of Acorn to Oak Education Ltd.

4. Fee

The Client agrees to pay the Fees upon completion of the registration and/or assessment questionnaire. The relevant fees for a package of support or transition support strategy or assessment will be as notified on our website unless otherwise agreed in writing. Acorn to Oak Education Ltd will commence work once the Fees have been received in cleared funds and once the necessary paperwork is completed will then agree timings for any initial consultation or provision of Services.

The Fees due under these terms and are exclusive of Value Added Tax which will be paid by the Client to Acorn to Oak Education Ltd in addition, if applicable. Currently Value Added Tax is not applicable.

The Fees shall be paid in pounds sterling.

Acorn to Oak Education Ltd may provide additional ad-hoc services if requested by the Client, such as, accompanied visits to educational settings and further personal development support programmes for students. Such services and reasonable expenses will be chargeable separately and are payable in advance of the additional services being carried out.

Where an Extended Placement Support is provided school or college registration fees are payable by the Client directly to the school or college and reasonable, pre-agreed, out of pocket expenses will be payable for school or college visits undertaken by the Acorn to Oak Education Ltd team.

Payments are to be made by the named adults above to Acorn to Oak Education Ltd's bank account as noted above and we regret that cash and cheque payments are not accepted.

The Client may cancel a school or college longlist, shortlist or extended placement support, advice line call, support package or transition strategy package at any point

up until 24 hours before the initial consultation or service delivery is due to take place. For cancellation within 24 hours of the scheduled Consultation or support package delivery Acorn to Oak Education Ltd will retain 50% of the relevant Fees.

Acorn to Oak Education Ltd reserves the right to request payment for any expenses (such as travel costs) incurred as a result of the cancellation of an appointment by the Client.

Unless in extreme unforeseen circumstances, once paid, the Fees are non-refundable, once Acorn to Oak Education Ltd? has commenced the provision of the Services. In such cases, refunds are at the discretion of Acorn to Oak Education Ltd? and if agreed, the amount will be pro-rated, and reduced by the amount of work already undertaken by Acorn to Oak Education Ltd? up to that point.

5. Termination

Without prejudice to the other remedies or rights a party may have, either party may terminate these terms and conditions immediately, at any time, on written notice to the other party ('Other Party') if:

- the Other Party is in material breach of its obligations under these terms and conditions and if the breach is capable of remedy and the breach is not remedied within 30 calendar days of the Other Party confirming the breach in writing and requiring the breach to be remedied;
- or the Other Party (being a company) becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
- or the Other Party is guilty of gross misconduct or is convicted of any criminal offence within the Territory.

6. Liability

The Client acknowledges that in entering into these terms and conditions, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these terms and conditions and any conditions, warranties or other terms implied by statute or common law are excluded from these terms and conditions to the fullest extent permitted by law.

It is understood that all educational advice outcomes, and decisions regarding any application to an educational setting are determined by the relevant setting and that the Acorn to Oak Education Ltd team is not giving any assurance of a place at a

setting by adding a setting to a longlist or shortlist of potentially suitable educational establishments . Acorn to Oak Education Ltd is not liable for the outcome of any application for a place or funding in relation to any application to an educational setting.

Our role is to offer support and guidance to the Client. Such support is based on our views and experience as well as the information provided to us and the Client is recommended to conduct its own independent research on each educational setting and its suitability for the student.

The Client acknowledges that the team is providing practical advice and support in relation to educational settings and special needs education in general and is not providing legal advice and Acorn to Oak Education recommends that parents independently verify our suggestions and seek feedback from relevant professionals who have assessed or worked with their child in order to determine the right course of action or advice specific to their child.

7 .Confidentiality

Each party shall keep confidential these terms and conditions and all confidential information that it may acquire in relation to the Services or affairs of the other party.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms and conditions.

8.Force Majeure

Neither party shall have any liability under or be deemed to be in breach of these terms and conditions, which result from circumstances beyond the reasonable control of that party.

The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than a term, either party may terminate these terms and conditions by written notice to the other party.

9.Variation of Terms and Conditions

Acorn to Oak Education Ltd reserves the right to vary or add to these terms and conditions, if necessary, to comply with any applicable laws or as otherwise determined necessary.

No variation, additions or waiver to these terms and conditions shall operate to release the Parents from its obligations under these terms and conditions.

10. Data Protection

The parties undertake to comply with the provisions of relevant data protection laws in so far as the same relates to the provisions of these terms and conditions.

Acorn to Oak Education Ltd would like to keep in touch with you to enable us to offer you more valuable services, via telephone, email, post, mobile phone or otherwise, e.g. social media. Please inform Acorn to Oak Education Ltd at the time of the initial or final consultation if you would prefer not to be contacted.

11. Assignment

The Client shall not assign, delegate, sub-contract, or otherwise transfer any or all of its rights and obligations under these terms and conditions.

12. Waiver

No failure or delay by Acorn to Oak Education Ltd in exercising any right, power or privilege under these terms and conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights and remedies provided by law.

13. Agency

These terms and conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these terms and conditions. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

14. Severance

If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions

15. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

16. Third Parties

Nothing in these terms and conditions shall confer on any third party any rights or benefit under the provisions of the Contracts (Rights of Third Party) Act 1999.